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A G R E E M E N T

between

THE TOWNSHIP OF BLOOMFIELD

ESSEX COUNTY, NEW JERSEY

and

ESSEX COUNCIL NO. 1/LOCAL 32 O.P.E.I.U.

NEW JERSEY CIVIL SERVICE ASSOCIATION

(MUNICIPAL EMPLOYEES ASSOCIATION)

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January 1, 1990 through December 31, 1991

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PREAMBLE

This Agreement is entered into this 2nd day of October, 1990 by and between THE TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the Township or the Employer), and ESSEX COUNCIL NO. 1/LOCAL 32 O.P.E.I.U., NEW JERSEY CIVIL SERVICE ASSOCIATION, (MUNICIPAL EMPLOYEES ASSOCIATION), (hereinafter called the Association).

ARTICLE I  
RECOGNITION

A. The Township hereby recognizes the Association as the exclusive majority representative for all employees of the Township having the titles listed in Schedule A of this Agreement, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1 et. seq., but excluding seasonal employees and employees employed in the Mayor's Office, Administration, Personnel and Law Departments.

B. The terms "member," and/or "employee" as used herein shall be defined to include the plural as well as the singular.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the Executive Management and Administrative control of the Government and its properties and facilities and the activities of its employees;
2. To hire all Employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer Employees;
3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereto, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the employee's department.

#### B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association on behalf of an individual employee or group of employees, or the Township.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

##### Step One:

(a) An aggrieved employee, the Association on behalf of an aggrieved employee or employees, or the Township shall institute action under the provisions hereof within ten (10)

## GRIEVANCE PROCEDURE (Continued)

working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. equitable sol.

(b) The immediate supervisor shall render a decision within five (5) calendar days after receipt of the grievance.

### Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the employee or the Association shall, in writing and signed, file the grievance with the Department Head within three (3) calendar days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) calendar days from the receipt of the grievance. However, in the event the Department Head is on leave, off duty, or out of town, the five (5) calendar days time limit shall not begin running until the Department Head has returned.

### Step Three:

(a) In the event the grievance has not been resolved in or at Step Two, the employee or the Association may appeal, in writing, the Department Head's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.

GRIEVANCE PROCEDURE (Continued)

(b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty, or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

Step Four:

(a) In the event the grievance has not been resolved in or at Step Three, the employee or the Association may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.

(b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

Step Five:

(a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.

(b) In the event that the Township or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.

GRIEVANCE PROCEDURE (Continued)

2) The party demanding arbitration shall request the N. J. State Board of Mediation or the Public Employment Relations commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the N. J. State Board of Mediation or the Public Employment Relations Commission.

3) The costs of the services of the arbitrator shall be borne equally by the Township and the Association.

4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5) The decision of the arbitrator shall be advisory in nature only and shall not be binding upon the Township and the Association.

D. A failure to respond at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and, upon the termination of the applicable time limits, the grievant may proceed to the next Step.

E. Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the Association Grievance Committee or a Township Official whose presence is required or necessary to present, hear or resolve a grievance, is unavailable because of illness, vacation, or other bona fide cause.

F. The Township reserves the right to file in writing a grievance on its behalf with the President of the Association who shall conduct a conference with representatives of the

GRIEVANCE PROCEDURE (Continued)

Township (not to exceed three (3)) within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, either party may file within ten (10) calendar days for advisory arbitration in accordance with this Article.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

## ARTICLE IV

### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer.

NO-STRIKE PLEDGE (Continued)

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damages or both, in the event of such breach by the Association or its members.

## ARTICLE V

### DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate offices. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Association to the Employer.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

A.1. The hours of work for all full time employees in the public, administrative and executive business offices of the Township shall be 9:00 A.M. to 5:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

A.2. The hours of work for all full time employees in the public, administrative and executive business offices of the Township shall be 9:00 A.M. to 4:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

A.3. Employees covered under this section shall be those in the following titles:

- Account Clerk
- Administrative Clerk
- Administrative Secretary
- Assistant Engineer
- Bookkeeping Machine Operator
- Cashier
- Clerk Stenographer
- Clerk Typist
- Engineering Aide
- Field Representative-Housing Rehabilitation
- Graduate Nurse
- Health Educator
- Housing Inspector
- Principal Bookkeeping Machine Operator
- Principal Clerk Stenographer
- Principal Engineering Aide
- Public Health Nurse
- Registrar of Vital Statistics
- Sanitary Inspector
- Sanitary Inspector Trainee
- Senior Bookkeeping Machine Operator
- Senior Cashier
- Senior Clerk
- Senior Clerk Stenographer

HOURS OF WORK AND OVERTIME (Continued)

Senior Clerk Typist  
Senior Engineer  
Senior Water Meter Reader and Inspector  
Social Services Assistant (Typist)  
Social Work Specialist  
Social Worker (Police & Social Services)  
Water Meter Reader  
Water Meter Reader and Inspector

B.1. The hours of work for all full time employees in the Health Department shall be either 8:00 A.M. to 4:00 P.M. or 9:00 A.M. to 5:00 P.M., as directed, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

B.2. The hours of work for certain full time employees in the Health Department shall be either 8:00 A.M. to 3:00 P.M. or 9:00 A.M. to 4:00 P.M., as directed, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

B.3. Employees covered under this section shall be those in the following title: Dental Assistant.

C.1. The hours of work for all full time employees in the Police Department shall be five days per week, 9:00 A.M. to 5:00 P.M., from Monday to Saturday, as directed, each year, legal holidays excepted.

C.2. Employees covered under this section shall be those in the following title: Parking Violations Officer.

## HOURS OF WORK AND OVERTIME (Continued)

D.1. The hours of work for all full time employees in the Recreation Department shall be 8:30 A.M. to 4:30 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

D.2. The hours of work for all full time employees in the Recreation Department shall be 8:30 A.M. to 4:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

D.3. Employees covered under this section shall be those in the following titles: Clerk Typist; Administrative Secretary.

E.1. The hours of work for all full time employees in the Animal Control Shelter shall be five days per week, 9:00 A.M. to 5:00 P.M.; with a one-hour lunch period, from Monday to Friday inclusive, as directed, each year.

E.2. Employees covered under this section shall be those in the following title: Agency Aide.

F.1. The hours of work for all full time employees in the Department of Public Works, Division of Electrical Services, shall be 8:00 A.M. to 4:30 P.M., with a thirty-minute lunch period, from Monday to Friday, inclusive, throughout the year, legal holidays excepted.

F.2. Employees covered under this section shall be those in the following title: Lineman.

HOURS OF WORK AND OVERTIME (Continued)

G.1. The hours of work for all full time employees in the Department of Public Works, Division of Public Buildings and Grounds, shall be 7:00 A.M. to 3:30 P.M., or 3:00 P.M. to 11:30 P.M. as directed, with a thirty-minute lunch period, from Monday to Friday, inclusive, throughout the year, legal holidays excepted.

G.2. Employees covered under this section shall be those in the following titles: Building Maintenance Superintendent and Building Maintenance Worker.

H.1. The hours of work for all full time employees in the Recreation Department shall be 8:00 A.M. to 5:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

H.2. The hours of work for all full time employees in the Recreation Department shall be 8:00 A.M. to 4:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

H.3. Employees covered under this section shall be those in the following titles: Recreation Program Coordinator; Senior Recreation Maintenance Worker; Laborer.

I.1. The hours of work for all full time employees in the Department of Finance, Division of Revenue, shall be five days per week, either 7:00 A.M. to 3:00 P.M. or 8:00 A.M. to 4:00 P.M., with a one-hour lunch period, from Monday to Saturday, inclusive, as directed, each year.

HOURS OF WORK AND OVERTIME (Continued)

I.2. Employees covered under this section shall be those in the following titles: Senior Parking Meter Repairer; Parking Meter Repairer; Parking Meter Collector and Repairer.

J.1. The hours of work for all full time employees in the Animal Control Shelter shall be five days per week, 9:00 A.M. to 5:00 P.M., with a one-hour lunch period, from Sunday to Saturday, inclusive, as directed, each year.

J.2. Employees covered under this section shall be those in the following titles: Animal Control Officer; Assistant Animal Control Officer.

K. Hours worked in excess of those regularly scheduled as provided in Sections A, B, C, D, E, F, G, H, I, and J above, shall be deemed overtime, provided such work has been authorized, and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an employee's regular hourly rate of pay, an employee's base annual salary plus longevity shall be divided by the following hours:

1820 hours - employees covered under Sections A,B,D,E,H & J.

2080 hours - employees covered under Sections C,F,G, & I.

L. Overtime hours shall be compensated by time and one-half to be paid in time or dollars pay. The employee shall have the option to choose the method of compensation; that is, time or dollars pay. The Township, if the employee's option is time, shall have the option as to when the time shall be taken. Overtime shall not be paid for attending training or educational

HOURS OF WORK AND OVERTIME (Continued)

classes, lectures or conferences that extend after the regular work hours.

M. For "Call Back" to duty station from home for an emergency, employees are guaranteed "call back" overtime of three (3) hours even if the time worked is less than the amount credited.

ARTICLE VII  
VACATION LEAVE

A. Employees shall receive vacation, with pay, according to the following schedule:

In the 1st calendar year of service, an employee earns one and one-twelfth (1-1/12) working day each month or major fraction thereof of service and may take NO days vacation.

In the 2nd calendar year of service, an employee earns thirteen (13) working days per year of service and may take the number of days earned in the 1st calendar year of service as vacation.

In the 3rd calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 4th calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 5th calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 6th calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 7th calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 8th calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 9th calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 10th calendar year of service, an employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

VACATION LEAVE (Continued)

In the 11th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 12th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 13th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 14th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 15th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 16th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 17th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 18th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 19th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 20th calendar year of service, an employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 21st calendar year of service, an employee earns twenty-one (21) working days per year of service and may take twenty-one (21) days vacation.

In the years thereafter, an employee earns twenty-one (21) working days per year of service and may take twenty-one (21) days vacation.

VACATION LEAVE (Continued)

S. The total years of service after permanent appointment of each Employee in the classified Civil Service shall be considered in determining annual vacation leave provided under the above schedule.

C. 1. Vacation leave shall be taken in accordance with paragraph A of this Article at such time as permitted or directed by the Department Head unless the Department Head, in his /her sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

C. 2. When in any calendar year the annual vacation leave or any part thereof is not granted and taken because of pressure of work or other emergency situation, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual Employee and shall be taken during the next succeeding calendar year only or it will be lost.

ARTICLE VIII

HOLIDAY LEAVE

A. Employees covered under this Agreement will be entitled to the following holidays, with pay:

- (1) New Year's Day
- (2) Lincoln's Birthday
- (3) Washington's Birthday
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) General Election Day
- (10) Veterans' Day
- (11) Thanksgiving Day
- (12) Friday after Thanksgiving Day
- (13) Christmas Day

B. Whenever any of the days herein enumerated can and shall fall on a Sunday, the Monday next following shall be deemed a public holiday.

C. Whenever any of the days herein enumerated can and shall fall on a Saturday, employees shall be granted a holiday on the Friday immediately preceding the Saturday holiday.

D. Employees in the Division of Revenue in the titles of Senior Parking Meter Repairer and Parking Meter Repairer as covered in Article V, Section I who are required to work on any of the above holidays, shall be granted a compensatory day off.

ARTICLE IX

SICK LEAVE

A. No sick leave shall be granted to any temporary Employee for the first six (6) months of service from the date of temporary appointment. A temporary Employee shall earn and accumulate one (1) day for each month, or major fraction thereof, of completed service thereafter.

B. From the date of permanent appointment each Employee shall earn and accumulate one (1) day of sick leave for each month, or major fraction thereof, of completed service up to and including December 31st following the date of permanent appointment.

C. For each year following the December 31st following the date of permanent employment, the Employee shall be granted fifteen (15) days sick leave for each calendar year thereafter. The amount of such sick leave not taken shall accumulate to the Employee's credit from year to year.

D. Sick leave may be taken, when needed, for the following purposes:

1. Personal illness;
2. Exposure to contagious disease; and
3. Attendance upon a member of the Employee's immediate family seriously ill and which requires the care or attendance of such

SICK LEAVE (Continued)

Employee. Such attendance shall be limited to a maximum of three (3) days. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife.

E. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

F. Town will offer a buy-back of five (5) days sick time per year under the condition that ten (10) days would be removed from employee bank in exchange for the five (5) days' pay and that five (5) days would be bought back only if no sick days had been used during the preceding year. If sick days are used, the amount that would be able to be bought back would be reduced by one (1) day for each sick day used. A minimum of fifteen (15) days or one year's accumulation of sick time would have to be maintained in the individual employee's bank.

ARTICLE X

WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties and that such disability is established by the Township Physician.

## ARTICLE XI

### DEATH IN FAMILY LEAVE

Leave of absence of three (3) working days, with full pay, shall be granted to each employee upon the death of a member of the immediate family. Immediate family for purposes of this Article is defined as: mother, father, sister, brother, son, daughter, husband, wife, mother-in-law, father-in-law, grandparents, stepparents, or stepchildren.

ARTICLE XII  
MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of all applicable laws.

## ARTICLE XIII

### PERSONAL LEAVE

A. All employees covered under this Agreement shall be entitled to two (2) personal leave days annually, without loss of regular pay, in addition to any other time off provided for in this Agreement. Requests for personal day leave shall be submitted, in writing, to the Department Head at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Department Head, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

B. Personal leave day shall not accumulate to the credit of the individual employee from year to year and if not taken during the calendar year, shall be lost.

C. In the event an employee is unable to take a personal leave day in the calendar year because of pressure of work or other emergency situation in accordance with Paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.

ARTICLE XIV  
HEALTH, DENTAL AND PRESCRIPTION DRUG

A. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.

The Association agrees to accept if and when the Township chooses a change from the present State Health Benefits Program to some other Self-funded or other health benefits program as long as the benefits are the same.

B. In accordance with Chapter 88, P.L. 1974, N.J.S.A. 52:14-17.38, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the State Health Benefits Program, but not including survivors, if such Employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including Employees who retired on disability pensions based on fewer years of service credited in such retirement system.

C. Effective January 1, 1990 the Township agrees to provide dental insurance coverage up to a maximum of \$330.00 per employee. The difference between the employee contribution and the actual cost shall be borne by the employee. During the term of this contract the employee contribution will be frozen at the 1990 level.

D.1. Effective October 1, 1990 employees agree to use the Major Medical Plan for Prescription Reimbursement. The Township shall reimburse employees for all prescription drugs immediately

HEALTH, DENTAL AND PRESCRIPTION DRUG (Continued)

after a receipt is submitted for payment and a Major Medical application is signed. Coverage will be for family, husband/wife, single or employee/child depending on employee's status. Employees are to sign over to Township any reimbursements received from Major Medical Carrier as soon as they are received.

2. If the Township fails to fulfill its obligations under Paragraph D during the term of this Agreement then the prescription plan in effect as of December 31, 1989 shall be reinstated. The Township also agrees to reimburse employees for all prescription drugs in accordance with Paragraph D(1) which are purchased during any waiting period until the plan is reinstated.

3. In the event this provision, in whole or in part, is determined to be invalid, the Township shall implement the same prescription drug plan which was in effect on December 31, 1989.

4. When employees present the receipt for reimbursement, they will be given the Major Medical application to complete and sign.

5. The employee shall complete the application and seal the application and prescription form in the envelope in order to preserve the confidentiality of the prescription forms.

6. The Township agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

7. The Township will reimburse the employee in accordance with Article XIV (D) (1), upon presentation of the receipt and completion of the steps in Paragraph 5.

ARTICLE XV

CLOTHING ALLOWANCE

A. The Township shall provide an annual clothing allowance in the sum total of Three Hundred and Fifty Dollars (\$350.00) to the Parking Violations Officers, for the preceding calendar year, payable by February 1 of the subsequent year.

B. The Township shall provide an annual clothing allowance in the sum total of One Hundred Fifty Dollars (\$150.00) to the Nurses and Dental Aide who are required to wear uniforms, for the preceding calendar year, payable by February 1 of the subsequent year.

C. The Township shall provide an annual clothing allowance in the sum total of Four Hundred Dollars (\$400.00) for the preceding calendar year, payable by February 1 of the subsequent year, to employees in the following titles:

Building Maintenance Superintendent  
Building Maintenance Worker  
Laborer  
Lineman  
Senior Parking Meter Repairer  
Parking Meter Repairer  
Water Meter Reader  
Water Meter Reader & Inspector

D. The Township shall provide an annual clothing allowance in the sum of Four Hundred and Twenty-Five Dollars (\$425.00) for the preceding calendar year, payable by February 1, of the subsequent year, to employees in the following titles:

Senior Recreation Maintenance Worker

E. The clothing allowance shall be prorated for employees who are employed by the Township on January 1st of the given year but have been employed for less than twelve (12) months prior to January 1st of the given year according to the following formula:

CLOTHING ALLOWANCE (Continued)

1. Upon completion of three (3) months' service - 25% clothing allowance.
2. Upon completion of six (6) months' service - 50% clothing allowance.
3. Upon completion of nine (9) months' service - 75% clothing allowance.

F. The Township shall provide two (2) smocks per employee per year to the Clerk-Typists assigned to the Maintenance Building.

## ARTICLE XVI

### CAR ALLOWANCE

A car allowance will be paid quarterly to certain employees listed below who are required to provide their own vehicles in the discharge of their official duties with the Township, in accordance with the following schedule:

\$250 per quarter -

Senior Parking Meter Repairer  
Parking Meter Repairer  
Housing Inspector  
Recreation Program Coordinator  
Graduate Nurse  
Public Health Nurse

A car allowance will be paid quarterly, in the amount of \$150.00 to certain employees in the positions listed below, who are required to provide their own vehicles in the discharge of their official duties with the Township:

Health Educator  
Social Work Specialist

A car allowance will be paid quarterly in the amount of \$130.00 to certain employees in the positions listed below, who are required to provide their own vehicles in the discharge of their official duties with the Township:

Water Meter Readers

ARTICLE XVII

LONGEVITY

A. - A longevity program based upon the Employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	-	2%
After ten (10) years of service	-	4%
After fifteen (15) years of service	-	6%
After twenty (20) years of service	-	8%
After twenty-five (25) years of service	-	10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an Employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the Employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the Employee such as military service, injury in line of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the

LONGEVITY (Continued)

Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

G. Longevity pay shall be paid notwithstanding the fact that an Employee of the Township is receiving the maximum salary provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the Employee's date of hire.

ARTICLE XVIII

RETIREMENT

Qualified employees shall retain all pension rights  
under New Jersey Law.

ARTICLE XIX

SALARIES

The salary for all employees covered by this Agreement is set forth in Schedule A attached hereto and incorporated as part hereof.

ARTICLE XX  
RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of Municipal Ordinances applicable to Employees covered under this Agreement, shall remain in full force and effect during the term of this Agreement.

ARTICLE XXI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII  
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. In accordance with law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

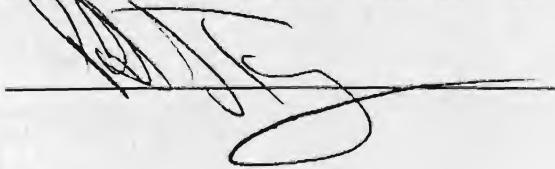
ARTICLE XXIII  
TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1991. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set their hands and seals this 2nd day of October, 1990.

ESSEX COUNCIL NO. 1/  
LOCAL 32 O.P.E.I.U.

NEW JERSEY CIVIL SERVICE  
ASSOCIATION  
(MUNICIPAL EMPLOYEES ASSOCIATION)

By: 

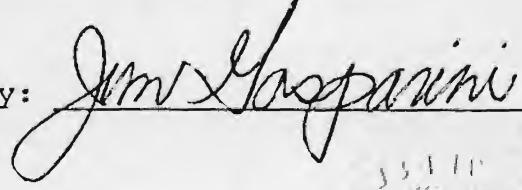
Attest:

Ernest Stoller

Barbara Wurm

Robert Glass

TOWNSHIP OF BLOOMFIELD  
ESSEX COUNTY, NEW JERSEY

By: 

Attest:

John Gehr

SCHEDULE ASALARIES

A. The following salary ranges shall be fixed and paid as follows for full-time employees:

<u>Position Title</u>	<u>Salary Range Per Annum</u>			
	<u>Effective</u>	<u>Effective</u>		
	<u>January 1, 1990</u>	<u>January 1, 1991</u>		
Accounting Assistant	\$17,711	\$26,729	\$18,597	\$28,065
Accountant	18,898	28,264	19,843	29,677
Account Clerk	15,981	18,862	16,780	19,805
Account Clerk/Typing	14,621	21,363	15,352	22,431
Administrative Clerk Finance	18,899	28,264	19,844	29,677
Administrative Clerk Health	18,305	27,882	19,220	29,276
Administrative Secretary	18,305	27,882	19,220	29,276
Administrative Secretary/Deputy Registrar of Vital Statistics	18,305	27,882	19,220	29,276
Agency Aide	13,998	16,934	14,698	17,781
Animal Control Officer	19,676	29,370	20,660	30,839
Assistant Animal Control Officer	17,108	24,428	17,963	25,649
Assistant Engineer	25,243	38,796	26,505	40,736
Assistant Violations Clerk	14,621	21,363	15,352	22,431
Building Superintendent	21,282	24,984	22,346	26,233
Cashier	17,711	26,729	18,597	28,065
Clerk	13,447	19,850	14,119	20,843
Clerk Stenographer	14,621	21,363	15,352	22,431
Clerk Typist	13,447	19,850	14,119	20,843
Computer Operator	16,543	23,915	17,370	25,111
Computer Operator Trainee	14,621	21,363	15,352	22,431
Data Control Clerk	13,447	19,850	14,119	20,843
Dental Assistant	13,586	20,966	14,265	22,014

SCHEDULE A - SALARIES (Continued)

<u>Position Title</u>	<u>Salary Range Per Annum</u>		<u>Effective Effective</u>	
	<u>Effective</u>	<u>January 1, 1990</u>	<u>Effective</u>	<u>January 1, 1991</u>
Engineering Aide	16,612	25,583	17,443	26,862
Environmental Field Rep.-Vector Control	20,952	24,762	22,000	26,000
Field Representative/Housing Rehabilita- tion	21,150	31,575	22,208	33,154
Graduate Nurse	18,156	26,166	19,064	27,474
Health Educator	21,150	31,575	22,208	33,154
Housing Inspector	21,150	31,575	22,208	33,154
Leased Housing Specialist	13,447	19,850	14,119	20,843
Line Worker	19,692	30,116	20,677	31,622
Parking Meter Collector & Repairer	17,182	25,236	18,041	26,498
Parking Meter Repairer	17,182	24,741	18,041	25,978
Payroll Clerk	13,586	20,966	14,265	22,014
Plumbing Inspector (P/T)		13,634		14,316
Police Records Clerk/Typing	14,621	21,363	15,352	22,431
Principal Accountant	21,150	31,575	22,208	33,154
Principal Account Clerk	18,305	27,882	19,220	29,276
Principal Clerk	14,621	21,363	15,352	22,431
Principal Clerk Stenographer	17,320	26,225	18,186	27,536
Principal Clerk/Typist	16,543	23,915	17,370	25,111
Principal Engineering Aide	23,090	31,754	24,245	33,342
Principal Payroll Clerk	16,543	23,915	17,370	25,111
Public Health Nurse	21,150	31,575	22,208	33,154
Recreation Maintenance Worker	17,182	25,236	18,041	26,498
Recreation Program Coordinator	18,691	25,711	19,626	26,997
Recycling Coordinator (P/T)		7,429		7,800
Registrar of Vital Statistics	19,676	29,370	20,660	30,839
Sanitary Inspector	21,150	31,575	22,208	33,154
Sanitary Inspector Trainee	19,767	22,630	20,755	23,762

SCHEDULE A - SALARIES (Continued)

<u>Position Title</u>	<u>Salary Range Per Annum</u>			
	<u>Effective</u>	<u>Effective</u>		
	<u>January 1, 1990</u>	<u>January 1, 1991</u>		
Secretary to Health Department	18,305	27,882	19,220	29,276
Senior Accountant	19,676	29,370	20,660	30,839
Senior Account Clerk	13,586	20,966	14,265	22,014
Senior Cashier	18,899	28,264	19,844	29,677
Senior Clerk	13,586	20,966	14,265	22,014
Senior Clerk Stenographer	16,543	23,915	17,370	25,111
Senior Clerk Typist	14,621	21,363	15,352	22,431
Senior Computer Operator	17,320	26,225	18,186	27,536
Senior Engineer	27,243	40,796	28,605	42,836
Senior Engineering Aide	19,157	28,870	20,115	30,314
Senior Parking Meter Repairer	17,561	26,536	18,439	27,863
Senior Payroll Clerk	14,621	21,363	15,352	22,431
Senior Recreation Maintenance Worker	18,305	27,882	19,220	29,276
Senior Water Meter Reader & Inspector	17,561	26,536	18,439	27,863
Signal System Repairer	19,692	30,116	20,677	31,622
Social Service Assistant (Typing)	14,621	21,363	15,352	22,431
Social Work Specialist	21,150	31,575	22,208	33,154
Social Worker Police Social Services	23,626	32,273	24,807	33,887
Supervising Computer Operator	19,157	28,870	20,115	30,314
Supervising Engineering Aide	21,419	33,859	22,490	35,552
TimeKeeper	14,621	21,363	15,352	22,431
Water Meter Reader	17,182	24,741	18,041	25,978
Water Meter Reader & Inspector	17,182	25,583	18,041	26,862
Word Processing Operator	17,320	26,225	18,186	27,536

SCHEDULE A - SALARIES (Continued)

B. The following salary ranges shall be fixed and paid as follows for hourly, full-time or part-time employees:

<u>Position Title</u>	<u>Salary Range Per Hour</u>		<u>Effective January 1, 1990</u>	<u>Effective January 1, 1991</u>
	<u>Effective</u>	<u>Effective</u>		
Clerk Stenographer	8.04	11.74	8.44	12.33
Clerk Typist	7.38	10.89	7.75	11.43
Computer Operator	10.86	12.43	11.40	13.05
Data Control Clerk/Typing		9.19		9.65
Laborer	8.31	11.76	8.73	12.35
Motor Vehicle Operator (Elderly & Handicapped Persons)	8.60	9.63	9.03	10.11
Parking Violations Officer	6.90	9.50	7.25	9.98
Social Worker Specialist (Aging)	11.61	17.37	12.19	18.24

C. All employees hired after January 1, 1977 shall have a salary range of seven steps.

D. Employees covered under this Agreement terminating their services with the Township, shall be paid one-twelfth (1/12) of their annual salary for each complete month employed by the Township. Such employees working a part of a month shall be paid for the actual days worked in the final month of employment to be calculated at the rate of one-tenth (1/10) of the bi-weekly salary multiplied by the actual number of days worked in the final month of employment.